



Louisiana Housing Finance Agency

The following resolution was offered by Commissioner Katie Anderson and seconded by Vice-Chair Allison A. Jones:

RESOLUTION

Approving and accepting the Louisiana Weatherization Assistance Program of the American Recovery and Reinvestment Act of 2009 (attached as "Exhibit A", entitled "Louisiana WAP ARRA 2009 State Plan") and providing for other matters in connection therewith.

WHEREAS, on February 17, 2009 The President signed into law bill H.R. 1 (commonly referred as the American Recovery and Reinvestment Act of 2009) awarding an additional \$50,657,478.00 million dollars to the State of Louisiana in addition to the Louisiana Housing Finance Agency's current Weatherization Assistance Program for training, technical assistance and for the weatherizing of qualified homes.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Louisiana Housing Finance Agency (the "Board"), acting as the governing authority of said Agency, that:

SECTION 1. The Louisiana Weatherization Assistance Program of the American Recovery and Reinvestment Act of 2009 State Plan (attached as "Exhibit A", entitled "Louisiana WAP ARRA 2009 State Plan") is hereby approved and accepted.

SECTION 2. The Agency staff and counsel are authorized and directed to prepare such documents and agreements as may be necessary to implement the Louisiana WAP ARRA 2009 State Plan, including:

- a. Contract with the Louisiana Association of Community Action Partnerships, Inc., ("LACAP") for a not to exceed amount not exceed Nine Million Seven-Hundred Seventy-Five Thousand, One-Hundred Thirty-Nine Dollars (\$9,775,139.00) for administration, monitoring, training and technical assistance through the end of the Weatherization Assistance Program of the American Recovery and Reinvestment Act of 2009.

- b.** Contract with Hancock Energy Software (“HES”) for an amount not to exceed Four-Hundred Forty-Two Thousand, Eight-Hundred Seventy-Five Dollars **(\$442,875.00)** through June 30, 2012 for training, maintenance, work order modules, ARRA reporting modules and inventory modules that will enhance the current system and enable its efficient use through the end of the Weatherization Assistance Program of the American Recovery and Reinvestment Act of 2009.

SECTION 3. The Agency staff and counsel are hereby authorized, empowered, and directed the ability as may be necessary to create, change, amend, and revise any existing documents and/or commitments as may be necessary to implement the Louisiana WAP ARRA 2009 State Plan, the terms of which are to be consistent with the provisions of this resolution.

SECTION 4. The Chairman, Vice Chairman, President, Vice President, and/or Secretary of the Agency are hereby authorized, empowered, and directed to execute any forms and/or documents required to be executed on behalf of and in the name of the Louisiana Housing Finance Agency, the terms of which are to be consistent with the provisions of this resolution.

SECTION 5. This resolution shall supersede any previous resolution considered by the Board regarding the Louisiana Weatherization Assistance Program of the American Recovery and Reinvestment Act of 2009 State Plan or a State Plan regarding the “Louisiana WAP Max” Program.

SECTION 6. The LHFA Board of Commissioners hereby abolishes the “WAP MAX Special Committee” that was created by resolution of the LHFA Board of Commissioners on May 13, 2009.

This resolution having been submitted to a vote, the vote thereon was as follows:

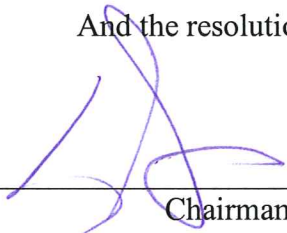
YEAS: Wayne E. Woods, Allison A. Jones, Guy T. Williams, Mayson H. Foster, Michael L. Airhart, Walter O. Guillory, Joseph Scontrino, III, Katie Anderson, Elsenia Young, Neal Miller

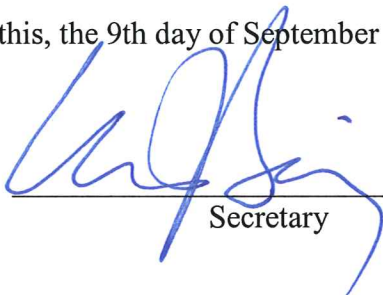
ABSTAIN:

NAYS:

ABSENT: John Kennedy, J. Mark Madderra, Tyrone A. Wilson, Susan Sonnier, Jerome Boykin, Sr.

And the resolution was declared adopted on this, the 9th day of September 2009.



Chairman

Secretary

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Secretary of the Board of Commissioners of the Louisiana Housing Finance Agency, do hereby certify that the foregoing three (3) pages constitute a true and correct copy of a resolution adopted by said Board of Commissioners on May 13, 2009 accepting the Louisiana Housing Finance Agency's American Reinvestment Act Weatherization Assistance State Plan (attached Exhibit A) to be used in the implementation of the Louisiana Housing Finance Agency Weatherization Assistance Program and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of the Agency on this, the 9th day of September, 2009.



Secretary

(SEAL)

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

**CONTRACT FOR PROFESSIONAL SERVICES
FOR THE
ARRA WEATHERIZATION ASSISTANCE PROGRAM
("Louisiana WAP Max")**

THIS AGREEMENT (the "Agreement") effective upon signature of both parties ("Effective Date") between the LOUISIANA HOUSING FINANCE AGENCY (the "Agency" or "LHFA"), a public body corporate and politic constituting a political subdivision and instrumentality of the state of Louisiana, created by Chapter 3-A of Title 40 of the Louisiana Revised Statutes of 1950 (R.S. 40:600.1 through R.S. 40:600.25, inclusive), as amended (the "Act") and Louisiana Association of Community Action Partnerships, Inc., ("LACAP" or "Contractor") with its principal place of business at 2576 Toulon Ave. Baton Rouge, LA 70816.

In consideration of the mutual covenants and agreements set forth below and for other good and valuable consideration, the sufficiency of which is acknowledged by the parties hereto, the Agency and the Contractor agree as follows:

ARTICLE 1. Definitions

When used in the Agreement, the following terms and phrases shall have the meanings identified below:

Agreement: This Contract for Professional Services for the ARRA Weatherization Assistance Program and all attachments and exhibits which are attached hereto and made a part hereof.

Anticipatory Breach: A determination in the judgment of the Agency that the actions or inactions of the Contractor will result in an event of default under the Agreement.

ARRA: American Recovery Reinvestment Act of 2009

Day: Calendar day.

DHHS: The United States Department of Health and Human Services.

DOE: The United States Department of Energy.

DOL: The United States Department of Labor.

Effective Date: This agreement shall become effective upon signature of both parties. Contractor shall not render services to LHFA until the Agreement of subsequent amendment has

become effective. LHFA will not pay for any services rendered prior to the effective date of this Amendment.

Expiration: The end of the Term, including any Extension of the Agreement as a result of the passage of time. The Agreement may also expire in keeping with Article 11 "Termination", if invoked by either party.

Extension: Mutual agreement of the parties to extend the Term of the Agreement for such a period as the parties shall agree upon by amendment executed by both parties. Except where specifically indicated otherwise, reference to the Term shall include any Extension.

LACAP: Louisiana Association of Community Action Partnerships, Inc., its officers, employees and agents.

Performance Production Expectation (PPE): A schedule that illustrates the number of units to be weatherized (by month) and within specific timelines assigned for completion of units, as a state and/or as per each Subgrantee, in accordance with program and fiscal guidelines, in accordance with applicable law, regulations and notices, and in keeping with this Agreement.

Records: Files, books, documents papers, reports and records of all business activities and operations conducted by the Contractor, and all photocopies and reproductions thereof, relevant to each Program in which the Contractor participates under the performance of this Agreement.

Services: The required work, services, duties or obligations that constitute the sole reason why the Agency retains the Contractor as an independent Contractor to perform. Services are Program specific and shall be performed in accordance with this Agreement.

Statement of Work: An explanation, including a baseline list, of deliverables that must be furnished in order for the Contractor to receive payment. Such list is not demonstrative of all services that are expected to be performed under this agreement.

Subgrantee: An entity named as "Subgrantee" in the approved State Plan for this funding; Subgrantee shall mean that individual, partnership, corporation, or other entity that executes a subcontract or performs services under this Agreement. Subgrantee shall include any subcontractor retained by the Subgrantee as permitted under the terms of this agreement and/or the State Plan.

Term: The duration of this Agreement which commences on the Effective Date and expires on the date of Expiration, taking into account any Extension and the definition of Expiration.

Termination: The ending of the Agreement or any Extension hereof in accordance with Article 10 of this Agreement.

WAP: The Weatherization Assistance Program

WAP Max: The title of the Louisiana Weatherization Assistance Program distinguished by and created to facilitate the expenditure and services of ARRA funds through DOE.

ARTICLE 2. PURPOSE OF THE AGREEMENT

- A. This Agreement facilitates the expenditures of the Weatherization Assistance Program (WAP) funds as they have been made available under the American Recovery and Reinvestment Act of 2009 (ARRA), 10 CFR Part 440 and Public Law 105-78 through the Department of Energy. Funds must be expended and all services shall be performed in accordance with the requirements of the United States Department of Energy, (DOE) Weatherization Assistance Program, 10 CFR Part 440 and 10 CFR Part 600, the DOE-approved Weatherization Assistance State Plan(s) for ARRA funding in effect during the period of this agreement, including Grant # DE-EE0000122, and with the policies and procedures and guidance of DOE and the Louisiana Housing Finance Agency.
- B. LHFA shall remain solely as the grantee/recipient, drawing down the grant funding, performing certain monitoring and oversight duties as required by DOE, and overseeing financial and statistical reporting to various state and federal agencies. All services performed by Contractor under this agreement shall comply with the requirements of the accordance with the requirements of the United States Department of Energy, (DOE) Weatherization Assistance Program, 10 CFR Part 440 and 10 CFR Part 600, the DOE-approved Weatherization Assistance State Plan(s) for ARRA funding in effect during the period of this agreement, including Grant # DE-EE0000122, and with the policies and procedures and guidance of DOE and the Louisiana Housing Finance Agency.
- C. Under this Agreement, the Contractor will provide administration, training, and monitoring services for the Subgrantees selected for participation in the delivery of weatherization services in the state of Louisiana, in accordance with the state plan.
- D. This AGREEMENT includes the following exhibits:
 - Exhibit A: State Plan
 - Exhibit B: Subgrantee Weatherization Provider List
 - Exhibit D: Subgrantee Production Schedule
 - Exhibit E: Contract Provisions Required by "Appendix A to Subpart B to Part 600" (10 CFR 600)

ARTICLE 3. SCOPE OF SERVICES

- A. The CONTRACTOR shall perform all CONTRACTOR responsibilities under the AGREEMENT, in Accordance with applicable provisions of:

- The United States Department of Energy- Weatherization Assistance Program for Low-Income Persons Title 10, Part 440 (42 U.S.C. 6861 et seq, 42 U.S.C. 7101 et seq.)
 - The United States Department of Energy- Code of Financial Assistance Rules Title 10, Part 600 (Grant and Cooperative Agreement Act, Pub. L. 95-224, as amended by Pub. L. 97-258 (31 U.S.C. 6301-6308))
 - The Energy Policy Act of 2005, the Energy and Security Act of 2007 and other Federal laws including any amendments or changes in the law.
 - This Agreement.
 - The American Recovery and Reinvestment Act of 2009, specifically Weatherization Program Notice 09-1B (WPN 09-1B)
 - DOE-approved annual state plan grant # **DE-EE0000122**
 - Applicable regulations and notices as submitted by the DOE regarding the management and implementation of the Weatherization program.
- B. The Contractor shall subcontract with Subgrantees to provide direct weatherization services within the Subgrantees' coverage area. Contractor may not terminate a subgrantee contract without the Agency's prior written consent. However, Contractor shall take prompt and vigorous action, to the Agency's satisfaction, and as required or directed by Agency and the Statement of Work, to enforce subgrantee compliance with the terms of its PPE and its reporting requirements.
- C. It shall be the responsibility of the Contractor to keep up with changes to the laws, regulations, policy, notices and the State Plan; and to alert the Agency of amendments to this Agreement that may be required as a result of such changes.
- D. Industry Standards. Services rendered pursuant to this agreement shall be performed in a professional and workmanlike manner in accordance with the terms of this agreement and the standards of performance generally acceptable in the industry. In the absence of a detailed specification for the performance of any portion of this agreement, the parties agree that the applicable specification shall be the generally accepted industry standard. If the LHFA notifies Contractor promptly of any services performed in violation of this standard, Contractor will re-perform the services at no cost to LHFA, such that the services are rendered in the above-specified manner.
- E. Non-exclusive right. The Agreement is not exclusive. LHFA reserves the right to select other firms to provide services similar or identical to the Scope of Services described in this agreement during the terms of this agreement.

ARTICLE 4. STATEMENT OF WORK

Contractor shall provide management and oversight to the entire system of service delivery on behalf of the LHFA, ensuring the proper management of the WAP MAX program and success of statewide production performance, in keeping with the approved state plan. The Contractor shall be expected to generally administer the Louisiana WAP Max Program on behalf of and through a partnership with the LHFA. This Article 4, "Statement of Work" highlights the expectations that LHFA can performance expectations that the Contractor shall be measured with to determine compliance with its.

Subgrantee and Sub-contractor Contracts

1. Expectation:

- a. Contractor shall provide LHFA with a form of contract for LHFA's approval of the use for contracting with the subgrantees. The contract must meet the following guidelines.
 - i. Each subgrantee's production schedule shall be shown explicitly in the contract, along with language equivalent to this Agreement regarding failure to keep up with PPEs.
 - ii. Each contract shall be in compliance with guidance submitted by DOE for program operation (WPN 09-1 thru 09-7).
 - iii. Each contract shall be drafted in accordance with United States Department of Energy Weatherization Assistance Program 10 CFR 440 and 10 CFR 600.
 - iv. Each contract shall be in accordance with and specifically name the annual state plan submitted in response to Funding Opportunity Announcement No. DE-FOA-0000051 (more commonly called the American Recovery Reinvestment Act funds).
 - v. Each contract shall mandate subgrantees to enter into retention agreements for its employees or contractors who attend trainings. (WPN 09-1B).
 - vi. Each contract shall direct and require each subgrantee to use Hancock Energy Software System (HES) for data and financial management.
 - vii. Each contract shall require services to be rendered pursuant industry standards, congruent with that required in Article 3, Section D. of this Agreement. Each contract shall be in accordance with the terms and conditions set forth in the Agreement.

- viii. Each contract shall contain the necessary labor standards clauses to be used in ALL weatherization grants and contracts for compliance with the Davis-Bacon Act, as per guidance issued by DOE and DOL.
- b. Contractor shall also ensure that any agreement that it enters into for any reason shall be in accordance with 10 CFR 600 and related guidelines.

Objective: Contract with subgrantees

Measure/Deliverable: LHFA-approved contract form

2. **Expectation:** Within 14 days of execution of this Agreement, Contractor shall provide an executed contract, using the LHFA-approved contract form, from each of the subgrantees named in the DOE-approved state plan for WAP MAX funding.

Objective: Executed contracts with subgrantees of the WAP MAX program

Measure/Deliverable: Executed LHFA-approved contracts with subgrantees

Weatherization Production Monitoring

Monitoring Plan Submission

3. **Expectation:** Within 14 days of the effective date of this Agreement, Contractor shall submit to LHFA a monitoring plan which details a complete monitoring schedule for subgrantees, in accordance with the entire monitoring schedule required for WAP under the ARRA funding.

Objective: Ensure adequate monitoring services and schedules

Measure/Deliverable: Submitted complete schedule for monitoring subgrantees' performance

Monitoring of Subgrantees' Production Performance & Expenditures

Monthly Cost Reports

4. **Expectation:** By the seventh (7th) day of the subsequent month (or the immediately following business day after the 7th), each subgrantee shall submit the appropriate invoices and supporting data to LACAP. Thereafter, LACAP shall, after having three (3) business days to process the invoices including the preparation of the electronic copy of the data file that backs up the WAP Request for Payment submission, submit the request to LHFA by the eleventh (11th) day of the applicable month (or the immediately following business day after the 11th). Upon the LACAP submission, LHFA shall then process the requests for payment and transfer the necessary funds into the appropriate LACAP bank account within seven (7) days. Finally, LACAP shall disburse the funds to the subgrantees within three (3) business days of the bank transfer.

Objective: Ensure the proper expenditure of funds

Measure/Deliverable: Monthly WAP Request for Payment Submission, including electronic backup file

Contractor shall ensure that each subgrantee understands and abides by the expenditure requirements of the applicable rules, regulations and guidance that may be in effect, and in keeping with this Agreement. Contractor shall provide technical assistance, training and support as reasonably necessary to ensure the compliance of each subgrantee. Should Contractor or any subgrantee be reimbursed or otherwise compensated for any ineligible activity, Contractor or subgrantee shall reimburse the LFHA an amount equal to the payment made for the ineligible activity.

Monthly Desk Reviews

5. ***Expectation:*** Contractor shall conduct monthly desk reviews of the subgrantees using information in the HES database and reports, as requested by Contractor, of subgrantees. Protocol for monitoring must be agreed upon by LHFA and Contractor.

Objective: Ensure the production of Weatherization services under the WAP MAX program

Measure/Deliverable: Information in the HES database and monthly “Production Performance Measures” management report.

One-Month Failure to Produce

6. ***Expectation:*** Contractor shall provide oversight, advice and support to each subgrantee, trouble-shooting as reasonably necessary to encourage the success of each subgrantee to meet its production performance measures. Toward this end, each month, Contractor shall document that it contacted each subgrantee that failed to meet its established production performance measure the preceding month, the subgrantee’s stated reason for the failure, and the corrective action to be taken by the subgrantee to ensure program performance. As a result, a monthly report shall be submitted to LHFA regarding the performance of subgrantees the preceding month.

That “Production Performance Measures” management report shall include five (5) points of information regarding each subgrantee that failed to meet the production performance measures for the immediately preceding month:

- a. Evidence that a desk review and/or other scheduled monitoring activity was completed;
- b. Provide date and method by which contact was made with the subgrantee to discuss its failure to meet its performance production expectations;
- c. The stated reason for the failure of subgrantee to meet its performance production expectations;

- d. The corrective action that the subgrantee will take to ensure its success for the following months; and
- e. Any observation, concerns or recommendations that Contractor may have regarding the subgrantee's work that Contractor believes to be an important consideration toward the overall production goals.

The corrective action shall become a part of the subgrantees' monitoring until production performance reaches monthly subgrantee performance production expectations, in addition to making up units from prior months' underperformance.

Objective: Ensure the production of Weatherization services under the WAP MAX program
Measure/Deliverable: Information in the HES database and submitted 5-point monthly "Production Performance Measures" management report to LHFA

Two Month Failure to Produce

7. **Expectation:** Contractor shall provide management and oversight to the entire system of service delivery on behalf of the LHFA, ensuring the proper management of the WAP MAX program and success of statewide production performance, in keeping with the approved state plan. Contractor shall 1) notify subgrantee in writing of its production failure, 2) require a written plan of corrective action and 3) make an on-site visit to any subgrantee that fails to meet its performance expectations two months in a row at any time during the duration of this Agreement.

The Contractor's written notification to the subgrantee shall include that 1) the subgrantee failed to meet its performance production expectation, 2) that if it fails to meet the standards including making up the difference within two months' time, the subgrantee's allocations may be reduced and awarded to another subgrantee. 3) The notification shall also require the subgrantee's submission of a written corrective action plan within 10 days of subgrantee's receipt of the letter.

The on-site "Corrective Action Site Visit" shall be completed by Contractor within the month following the second month of missed performance expectations. At the site visit, Contractor shall ensure that the subgrantee understands its failure to meet the performance expectations, shall provide technical assistance, training and support as reasonably necessary to encourage the success of each subgrantee to meet its production performance expectations.

The corrective action shall be incorporated as part of an additional monitoring plan for the subgrantee until such time as production performance becomes acceptable, on par with the totality of the monthly targets of its performance production expectations.

Objective: Ensure the production of Weatherization services under the WAP MAX program

Measure/Deliverable: Information in the HES database, monthly Production Performance Measures management report(s), copy of written notify to subgrantee of its failure to meet its performance expectations, and a “Corrective Action Site Visit Report”

Four Month Failure to Produce or Failure to Perform at 90 percent by month 5 and by month 9

8. **Expectation:** Contractor shall provide management and oversight to the entire system of service delivery on behalf of the LHFA, ensuring the proper management of the WAP MAX program and success of statewide production performance, in keeping with the approved state plan. Toward this end, Contractor shall submit a Draft Plan to Redistribute Units of any subgrantee that have not met the performance expectations four (4) months in a row, or who have not met their cumulative production performance expectations by month 5 or month 9 of their contract.

The Draft Plan to Redistribute the Units shall allow the current subgrantee to keep a reasonable amount of units it has proved itself to efficiently weatherize on a monthly basis, but shall also address the expedient manner that the units in excess of the current subgrantee’s ability to efficiently weatherize will be re-allocated, in keeping with 10 CFR 440, WPN 09-1B and other applicable rules, regulations and guidance that may be in effect, and in keeping with this Agreement.

The Draft Plan to Redistribute the Units shall be due the month following any subgrantee’s failure to meet the performance expectations four (4) months in a row, or failure to have met their cumulative performance goals by 90 percent by month 5 or month 9 of the Production Performance Expectations. (A 90 percent success rate in any one month is still a failure to meet the monthly production goal and invokes the preceding paragraphs, as applicable above.)

The LHFA shall respond within 14 days of receipt of Contractor’s Draft Plan to Redistribute the Units. The response shall confirm approval of such plan, shall commence conferring with Contractor on a revised plan to move toward approval of a plan, or shall waive the requirement of the Draft Plan to Re-distribute the Units, which may require the approval of the LHFA Board of Commissioners’ Energy Assistance Chair or the approval of the LHFA Board of Commissioners.

Objective: Ensure the production of Weatherization services under the WAP MAX program

Measure/Deliverable: Information in the HES database, monthly Production Performance Measures report, Draft Plan to Redistribute Units

Execution of Approved Plan to Re-distribute the Units

9. **Expectation:** In keeping with Expectation written in 8, above, once the Draft Plan to Redistribute the Units becomes an Approved Plan to Redistribute the Units, Contractor shall move expeditiously to carry out the approved plan. The Agency anticipates that full execution of the Approved Plan to Redistribute the Units may require amendments to the State Plan, as well as amendment(s) to current contract(s) or new contract(s) with a new subgrantee, if any. Contractor shall be required to address amendments, as necessary. If an amendment to the State Plan is required, Contractor shall draft the amendment for review and submission to LHFA, who shall submit it to proper federal partners. Contractor and LHFA shall both participate in meetings, public hearings and procedures as necessary toward this end.

Objective: Ensure the production of Weatherization services under the WAP MAX program

Measure/Deliverable: Information in the HES database, Approved Plan to Redistribute Units, Approved State Plan amendment(s), Executed Amendment(s) or Contract(s)

Quality Assurance – Field Monitoring

10. **Expectation:** Contractor shall conduct quarterly monitoring and assessment visits to each subgrantee, during which Contractor shall monitor subgrantee's compliance with applicable regulations and its achievement of performance expectations. Contractor shall use trained staff and monitoring instruments that will ensure rigorous field and fiscal monitoring in accordance with the approved state plan, applicable rules, regulations, guidance and this Agreement. In addition to all other requirements, Contractor shall:

- a. Review each subgrantee for Davis Bacon Act Compliance as applicable to the WAP program. (WPN 9-09)
- b. Inspect seven percent (7%) of homes submitted as complete for quality assurance. (WPN 09-6)

Objective: Ensure the quality of the production of Weatherization services

Measure/Deliverable: Information in HES, Completed Monitoring Instruments, Monthly Reports

Quality Assurance – Fiscal Controls

11. **Expectation:** Contractor shall conduct a comprehensive fiscal evaluation of each subgrantee at least annually, and shall address the fiscal deficiencies found in such evaluation through training and technical assistance to the subgrantees, as needed.

Contractor shall also provide training and technical assistance as requested by any subgrantee seeking to gain support toward its success as a subgrantee. Contractor shall conduct a Fiscal Monitoring visit to each subgrantee Contractor which exhibits risk in its internal control mechanisms, as evidenced in submissions for improper payments, etc.

Contractor shall use trained staff and effective monitoring instruments that will ensure thorough monitoring and evaluation and technical assistance toward this end. Contractor shall ensure proper management and oversight of subgrantees' financial progress and proper administration of the WAP MAX program as required by 10 CFR 600 and all applicable laws, rules, regulations, guidance and this Agreement.

Objective: Ensure the established fiscal standards are being followed

Measure/Deliverable: Completed Fiscal Evaluation Instruments, Monthly Reports

Training and Technical Assistance

Training Assessments

- 12. Expectation:** Contractor shall conduct an annual training assessment of each subgrantee and their subcontractors within 60 days of the effective date of this Agreement which shall be used to provide adequate training and technical assistance to each subgrantee. Contractor shall use the assessments and other reliable information to create and submit a detailed training schedule to LHFA within 90 days of the effective date of this Agreement in order to provide subgrantees with the information and training required to administer and operate in compliance with DOE and State rules and regulations.

Objective: Ensure the proper and adequate training to support the needs of the subgrantees and their contractors

Measure/Deliverable: Submission of Annual Training Assessment forms and Submission of Training Schedule

Training

- 13. Expectation:** Contractor shall conduct a training assessment of each subgrantee and their contractors within 90 days of the effective date of this Agreement which shall be used to provide adequate training and technical assistance to each subgrantee. Training assessments shall be conducted yearly thereafter.

Objective: Ensure the proper and adequate training to support the needs of the subgrantees and their contractors

Measure/Deliverable: Submission of Detailed Training Schedule

14. *Expectation:* Contractor shall fully execute the training and technical assistance activities included in the State Plan, in accordance applicable rules, regulations and guidance that may be in effect, and in keeping with this Agreement. Contractor shall document all training by subgrantee, by individual trained, by training course and by certificate/diploma. Contractor shall seek to maintain 60% attendance rates for the classes submitted in the submitted training schedule, in order to provide cost effectiveness. Contractor shall ensure that retention agreements are secured with subgrantees' attendees, in exchange for the training.

Objective: Ensure the proper and adequate training to support the needs of the subgrantees and their subcontractors

Measure/Deliverable: Monthly training reports

15. *Expectation:* Contractor shall require at least one employee/contract worker to become a certified **EPA Renovator** for each subgrantee. Within 6 months of the effective date of this Agreement, at least the first round of training shall have been completed for each subgrantee. Contractor shall document subgrantees that fail to obtain certification and, along with the subgrantee, draft and implement an action plan for subgrantees whose employee/contract worker fails to be certified in the first round of training to meet this training objective.

Objective: Ensure the proper and adequate training to support the needs of the subgrantees and their subcontractors

Measure/Deliverable: Monthly training reports

16. *Expectation:* Contractor shall require at least one employee/contract worker to fulfill the DOE's Lead-Based Paint certification requirements for each subgrantee. Within 6 months of the effective date of this Agreement, at least the first round of training shall have been completed for each subgrantee. Contractor shall document subgrantees that fail to obtain certification and, along with the subgrantee, draft and implement an action plan for subgrantees whose employee/contract worker fails to be certified in the first round of training to meet this training objective.

Objective: Ensure the proper and adequate training to support the needs of the subgrantees and their contractors

Measure/Deliverable: Monthly training reports

Administration Requirements

17. *Expectation:* Contractor shall provide recommendations to the Agency by March 1st of each year of this Agreement regarding changes it recommends, including reasons and justifications for the recommendations, for the upcoming fiscal year's State Plan/Application Package. LHFA shall receive the recommendations, and shall cause a draft of the State Plan/Application Package to be submitted back to Contractor within 45 days. Upon receipt

of the draft State Plan/Application Package, Contractor shall submit its suggested revisions and comments with 15 days. Contractor shall fully participate in all activities relative to the completion and approval of the State Plan/Application Package, as directed by the Agency, including providing requested information.

Objective: Ensure the efficient and timely changes to the State Plan

Measure/Deliverable: Submission of Recommendations and Submission of Comments on the Draft

- 18. Expectation:** Contractor shall provide a monthly inventory list of all vehicles, tools and equipment purchased with ARRA funds (10 CFR 440.18, WPN 09-1B) Contractor shall obtain all prior approvals as necessary for Equipment purchases in compliance with DOE and State rules and regulations.

Objective: Ensure the efficient and lawful inventory and property management

Measure/Deliverable: Monthly Inventory List

- 19. Expectation:** Contractor shall present an in-person monthly overview of the progress of the administration and production of the Louisiana WAP Max Plan to the Energy Assistance Committee of the Board of Commissioners each month. Contractor must also be available to provide the same in-person report to the full Board of Commissioners each month should the Energy Assistance Committee request such or should the Energy Assistance Committee not meet in any given month. The written report that backs up the in-person presentation shall be due 10 days before each scheduled Board meeting, and as requested by the Energy Assistance Committee. The contents of the report shall be agreed upon by the LFHA and Contractor, and may be directed by the Energy Assistance Committee or the LHFA Board.

Objective: Transparency and Accountability

Measure/Deliverable: Monthly Report for LHFA Board of Commissioners

- 20. Expectation:** Contractor shall be responsible to adhere to the transparency and oversight requirements detailed in the Recovery Act and posted on <http://www.recovery.gov>. As the due dates of certain reports may change, Contractor shall be required to be familiar with the requirements at all times. LHFA and Contractor shall agree upon more detail and format that will satisfy the additional reporting requirements. Contractor shall require information of sub-grantees and itself in order to provide all information required to fulfill the ARRA reporting requirements, which will require the following, at a minimum:

- Jobs created at the state agency level
- Jobs created using state contractors
- Jobs retained at the state agency level
- Jobs retained with state contractors
- Jobs created at the local agency level
- Jobs created using local agency contractors
- Jobs retained at the local agency level
- Jobs retained with local agency contractors

- State desk monitoring/oversight visits
- State on-site monitoring/oversight visits
- Hours trained at the state agency
- Hours trained at the local agency
- Equipment units purchased that are more than \$5,000.
- DOE may provide additional guidance regarding the calculation of jobs created
- DOE may provide additional guidance regarding the methodology for calculating energy savings.

Objective: Transparency and Accountability

Measure/Deliverable: Reporting Requirements

ARTICLE 5. CONTRACTOR PAYMENTS

Agency will make payments/provide reimbursements to the Contractor for its performance as per this Agreement, more specifically for work done as per “Article 4. Statement of Work.”

Payments/reimbursements made under this contract shall not exceed Nine Million Seven Hundred Seventy-Five, One Hundred Thirty-Nine dollars (\$9,775,139), and shall be contingent upon funding by DOE. **Only the first 50% of this contract shall be fully authorized for expenditure upon signature of this contract.** The remaining 50% shall be available, if and only if further funding for the program is awarded to LHFA by DOE for the ARRA WAP Program. LHFA will notify Contractor of its ability to expend the remainder of the funds by letter signed by LHFA, which shall be “accepted” by the proper signatory of the Contractor in order to be valid. Such notice to proceed shall be attached to this Agreement and shall become a part of this Agreement.

A. Program Administration

For services deemed to be eligible for payment/reimbursement under the Administration portion of the grant (as opposed to those eligible for payment/reimbursement from “Training and Technical Assistance” portion of the grant), Contractor shall be reimbursed a not-to-exceed amount of **\$1,773,012**. LHFA shall reimburse Contractor monthly for actual costs incurred for administration in keeping with this Agreement.

Based on Contractor’s request and justification, the LHFA will/has advanced LACAP \$48,741 of this Program Administration not-to-exceed-amount as a “ramp up” cost. LHFA will recapture the total of that advance by recapturing \$16,247 in the months of July, August and September of 2010. Upon agreement of both parties, evidenced in writing and signed by both parties, this recapture schedule may be changed to a different schedule of recoupment which is deemed allowable by DOE regulations (as per the opinion of the LHFA General Counsel or by DOE in written form (email or letter)).

B. Training and Technical Assistance

For services deemed to be eligible for payment/reimbursement under the Training and Technical Assistance portion of the grant (as opposed to those eligible for payment from “Administration” portion of the grant), Contractor shall be reimbursed a not-to-exceed amount of Eight Million Two Thousand One Hundred Twenty-Seven Six Hundred Thirty-Five dollars (\$8,002,127). LHFA shall reimburse Contractor monthly for actual costs incurred for providing training and technical assistance.

Based on Contractor’s request and justification, the LHFA will/has advanced LACAP up to \$679,650 of this Training and Technical Assistance not-to-exceed-amount as a “ramp up” cost. LHFA will recapture the total of that advance by recapturing \$226,550 in the months of July, August and September of 2010. Upon agreement of both parties, evidenced in writing and signed by both parties, this recapture schedule may be changed to a different schedule of recoupment which is deemed allowable by DOE regulations (as per the opinion of the LHFA General Counsel or by DOE in written form (email or letter)).

C. Disbursement Requests

Contractor shall submit a disbursement request for payments on this contract on or before the 10th of each month (or the next business day thereafter if the 10th falls on a weekend or state holiday) for payment of services rendered in the previous month. The disbursement request shall include back up documentation to prove the eligibility of the expenses, and shall be in keeping with other requirements of LHFA as may be provided at a later date, as needed for reporting or other purposes. LHFA shall process the disbursement request for payment/reimbursement and transfer the necessary funds into the appropriate LACAP bank account within seven (7) business days of receiving an accurate, signed, original disbursement request.

D. Contractor Performance/Non-Performance

If the LHFA determines that the contractor has failed to perform any task listed under the statement of work, the LHFA will give the Contractor reasonable notice and time to cure the nonperformance. The time to cure such nonperformance shall be determined by the Agency and submitted to the Contractor with the written notice. In any event the time to cure nonperformance shall be no greater than 10 calendar days from date of notice of non-performance.

ARTICLE 6. INSURANCE

- A. The Contractor shall maintain coverage for the minimum liability insurance coverage required under the conditions of this grant.

- B. The Contractor shall ensure that each subgrantee and their Contractors maintain coverage for the minimum liability insurance coverage required under the conditions of this grant.
- C. The Contractor shall ensure that each subgrantee has coverage for the minimum additional pollution occurrence insurance.

ARTICLE 7. CONTRACT REQUIREMENTS

- A. Contracts in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a Contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.
- B. All contracts in excess of the small purchase threshold shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Contractor.
- C. Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$100,000. For those contracts or subcontracts exceeding \$100,000, DOE may accept the bonding policy and requirements of the recipient, provided the DOE has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows.
- D. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- E. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
- F. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.
- G. Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223, "Surety Companies Doing Business with the United States."

- H. All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, DOE, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- I. All contracts, including small purchases, awarded by recipients and their Contractors shall contain the procurement provisions of Attachment E, as applicable.
- J. The parties will insure that all contracts with third persons provide for termination for cause based upon the failure to comply with the terms and/or conditions of the contract; provided that the third person shall be given written notice specifying the failure. If within thirty (30) days after receipt of such notice, the third person shall not have either corrected such failure or thereafter proceeded to complete such correction then LHFA or the LACAP may, at its option, place the third person in default and the contract shall terminate on the date specified in such notice. The third person may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LHFA or LACAP to comply with the terms and conditions of the contract; provided that the third person shall give LHFA or the LACAP written notice specifying the failure and a reasonable opportunity to cure the failure. A reasonable opportunity to cure a failure shall not be less than or limited to (30) thirty days.
- K. The parties will incorporate in contracts with third persons that, as a Contractor/recipient of federal and state assistance funds they certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the programs by any federal or state department or agency.
- L. The parties shall provide in any individual contracts with third persons for performance standards acceptable to the parties. Failure to meet established performance standards may result in adverse action against the third person including but not limited to reductions in overall funding, reduction in fees, or termination of the contract.

ARTICLE 8. MANAGEMENT REQUIREMENTS

- A. The Contractor shall perform all Contractor obligations under the Agreement, and provide all services, materials, equipment, supplies, facilities and professional and technical personnel, needed to carry out all Contractor obligations under the Agreement, in Accordance with sound management practices, Federal statutes, LHFA regulations and requirements and the Agreement.
- B. The Contractor shall:
 - a. Maintain telephone service during normal and customary business hours.

- b. Design and implement procedures and systems sufficient to fulfill all Contractor obligations under the Agreement.
- c. Take necessary actions to maintain good relations with subgrantees, stakeholders, and local government agencies.
- d. Respond fully and promptly to inquiries from assisted residents, and refer inquiries from DOE or other governmental entities to LHFA.

ARTICLE 9. PROGRAM RECORDS, RETENTION AND INSPECTION

- A. The parties shall abide by all laws and regulations concerning confidentiality and disclosure of information.
- B. The Contractor shall maintain complete and Accurate Accounts and other records related to operations under the Agreement. The records shall be maintained in the form and manner required by LHFA, including requirements governing computerized or electronic forms of record-keeping. The Accounts and records shall be maintained in a form and manner that permits a speedy and effective audit.
- C. The Contractor shall maintain complete and Accurate Accounts and records for each subgrantee contract.
- D. The Contractor shall furnish LHFA such Accounts, records, reports, documents and information at such times, in such form and manner, and Accompanied by such supporting data, as required by LHFA, including electronic transmission of data as required by LHFA.
- E. The Contractor shall furnish LHFA with such reports and information as may be required by LHFA to support LHFA data systems and reporting requirements.
- F. The Contractor shall keep Accounts and other records for the period required by LHFA.
- G. LHFA may review and audit Contractor performance of its responsibilities under the Agreement. The Contractor shall comply with Federal audit requirements. The Contractor shall engage an independent public Accountant to conduct audits that are required by LHFA. The Contractor shall cooperate with LHFA to promptly resolve all audit findings, including audit findings by the LHFA, Inspector General.
- H. All parties agree to retain all books, records, and other documents relevant to contract and funds expended hereunder for at least three (3) years after final payment. The parties shall maintain books, records, documents and other evidence of cost, including time and attendance records of all personnel performing services under this contract, and shall maintain such books, records, documents and other evidence in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all direct and indirect cost which had been incurred. Additionally, all financial and accounting transactions incident to the determination of costs under this agreement must be recorded, classified and summarized in appropriate journals, so as to provide a

chronological record of transactions having common origin. Ledgers of accounts shall be kept to receive and consolidate transaction amounts related to a given classification. Records shall establish independent accounting for the receipt and disbursement of reimbursement monies derived from this contract. If a preliminary or other audit review indicates that other records are necessary for a complete audit of the reimbursement funds paid, the parties agree to furnish for inspection all books, ledgers, records, files, etc., necessary for the complete audit. The parties further agree that the fiscal and other records as they pertain to the agreement shall be subject at all reasonable times to inspection by the United States Department of Health and Human Services, the United States Department of Energy or appropriate State authorities.

ARTICLE 10. TERMINATION

- A. This AGREEMENT may be terminated by either party upon giving thirty (30) days advance written notice to the other party.
- B. Termination for default - Occurrence of any of the following events is a default by the Contractor in performance of its obligations under the Agreement:
 - 1. The Contractor has failed to comply with Contractor obligations under the Agreement
 - 2. The Contractor has failed to comply with obligations under a contract with subgrantee, or
 - 3. The Contractor has failed to take appropriate action, to LHFA's satisfaction or as required or directed by LHFA, for enforcement of the Contractor's or the Agency's rights under a subgrantee contract.
 - 4. The Contractor has made any misrepresentation to LHFA of any material fact.
- C. Termination of Agreement because of Contractor default
 - 1. Agency may terminate the Agreement at any time in whole or in part if:
 - 2. Agency determines that the Contractor has committed any default or pattern of default under the Agreement and
 - 3. Agency has given the Contractor reasonable notice of the default to the Contractor, and reasonable opportunity to cure the default prior to termination. However, the Contractor shall comply with LHFA instructions on remedial actions necessary to cure the default.
 - 4. In determining the length of such Agency notice and the extent or nature of such opportunity to cure, the Agency shall have discretion to consider the circumstances of the case, including such factors as prior failure or pattern of failure by the Contractor to comply with Contractor contract administration obligations under the Agreement, and the seriousness of such failures. If the Agency determines that urgent or other exigent circumstances require immediate termination of the Agreement, the Agency may terminate the

Agreement at any time, without allowing any opportunity to cure. Such circumstances include diversion or misuse of program receipts, Contractor misrepresentation to the Agency of any material facts, or failures of program administration that affect or may affect the welfare of assisted families.

5. If Agency elects to terminate the Agreement, LHFA shall terminate the Agreement by written notice to the Contractor, which shall state:

- i. The reason for termination.
- ii. The date of termination.

6. Other remedies

- i. The Agency may take title or possession to any or all program property:
 1. Upon occurrence of a default by the Contractor, or
 2. Upon termination of the Agreement in whole or in part, or
 3. Upon expiration of the Agreement term

D. The Agency exercise or non-exercise of any right or remedy for Contractor default under the AGREEMENT is not a waiver of the Agency's right to exercise that or any other right or remedy at any time.

ARTICLE 11. PROHIBITION AGAINST DISCRIMINATION

- A. The parties agree to abide by and insure that all participants in the program adhere to the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the Americans with Disabilities Act of 1990, the Social Security Act, Title IV, Part A, as amended, the Personal Responsibility & Work Opportunity Reconciliation Act of 1996 (PWORA), Public Law 104 – 193, and the Balance Budget Act of 1997, Public Law 105-33, 45 CFR Parts 260-265.
- B. The parties agree to provide a work environment free of potential harassment and not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

ARTICLE 12. AUDITS INSPECTION AND REVIEW OF RECORDS

LHFA and the LACAP agree to grant to the State of Louisiana, through the Office of the Legislative Auditor, Office of the Inspector General, and/or the Federal Government the right to inspect and review all books and records pertaining to services rendered under this contract.

ARTICLE 13. TERM OF AGREEMENT

This AGREEMENT shall be effective upon execution by the parties and will continue until May 31, 2012 or until such time as the funds designated for this program are expended or the Legislature, by official act, transfers the responsibility for the administration of the WAP program from LHFA.

ARTICLE 14. ASSIGNMENT OF INTEREST IN THE CONTRACT

LHFA and the LACAP shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the other party, provided, however, that claims for money due or to become due to any party under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to the other party. Failure to provide prompt written notice of any such assignment shall be grounds for termination of the contract. "Prompt written notice" is defined as "written notice provided within ten days of assignment".

ARTICLE 15. PROHIBITIONS ON USE OF FUNDS

- A. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition of matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition of matter having the effect of law being considered by the legislative or any local governing authority. Contracts with individuals shall be exempt from this provision.
- B. No Federal appropriated funds have been paid or will be paid, by or on behalf of any party or non-profit, to any person for influencing or attempting to influence an officer or employees of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- C. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the party shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- D. The parties shall include the language of this certification in all subcontracts, loans and cooperative agreements for work or services contemplated under this agreement paid for with federal appropriated funds, and require that all recipients shall certify and disclose accordingly.

ARTICLE 16. ALTERATIONS, VARIATIONS, MODIFICATIONS, OR WAIVERS

Any Alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement that is not provided for in this agreement shall be allowed.

ARTICLE 17. AMENDMENTS

Any amendment to this agreement shall not be valid until it has been executed by a person designated by the LACAP to have the authority to sign on behalf of the Partnerships and the President of LHFA.

ARTICLE 18. HOLD HARMLESS

- A. The parties will provide in any contracts with third persons that they agree to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the non-profits, their agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the non-profits as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Additionally, the contract will require the third person to agree to investigate, handle respond to, provide defense for and defend any such claims, demand, or suit at its sole expenses and agrees to bear all other costs and expenses related thereto, (claims, etc.), even if it is groundless, false or fraudulent.

- B. LACAP, its officers, agents, servants and employees, including volunteers, will not be held responsible for and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the non-profits, their agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the non-profits as a result of any claim, demands, and/or causes of action for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees prior to the date of transfer of the WAP and Weatherization programs from LHFA to LACAP.

ARTICLE 19. AVAILABILITY OF FUNDS

This agreement is subject to and conditioned upon the availability and appropriation of Federal, and/or State funds and no liability or obligation for payment will develop between the parties until the agreement has been approved by required authorities of the LHFA. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract. If there is a failure to appropriate sufficient monies to provide for continuation of the contract or if the appropriation is reduced and the result of the reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE 20. REPORTS

In addition to that which is outlined otherwise in this agreement, if requested, the LACAP shall submit to LHFA a written report detailing the use of any funds received for the programs from the state or federal government within (30) thirty days of request.

ARTICLE 21. CONTROVERSIES

Any claim or controversy arising between the parties and any third persons shall be resolved pursuant to R.S. 39:1524 through 1526.

ARTICLE 22. CONTRACT MONITOR

Payment will be made only upon final approval of Charlette Minor or her designee.

ARTICLE 23. MISCELLANEOUS

- A. Survival of Representations and Warranties. All representations and warranties made under this Contract shall be deemed to be true and correct and made as of the date of this Contract. All representations and warranties made under this Contract shall

survive, and not be waived, by execution hereof, any investigation or inquiry by LHFA or by the disbursement of any funds under this Contract.

- B. Immigration Reform and Control Act. Contractor warrants that it complies with the Immigration Reform and Control Act of 1986 (IRCA). Contractor also warrants that it has included a similar provision in all written Contracts with any contractors or subcontractors.
- C. Competency. The Contractor represents that it possesses the knowledge and expertise necessary to provide the services contemplated under this Contract.
- D. Federal Requirements. During the performance of this Contract, Contractor shall comply with all applicable local, state, and federal regulations.
- E. No Agency. Nothing herein nor any actions of the parties shall be construed to create any relationship or joint venture, between LHFA and Contractor. LHFA is not an agent or representative of Contractor and Contractor is not an agent or representative of LHFA and neither may bind the other. Contractor shall be solely responsible for procuring and providing all personnel, materials, facilities (except as otherwise provided herein) necessary or incidental to the performance of the work under this Contract.
- F. Entire Contract. This contract, together with the Exhibits A through E specifically incorporated herein by reference, constitute the entire Contract between the parties with respect to the subject matter.
- G. Order of Precedence Clause. In the event of any inconsistent or incompatible provisions, this signed Contract (excluding the Attachments) shall take precedence.
- H. No Waiver. Neither failure nor delay on the part of LHFA to exercise any right, power or privilege under this Contract shall be deemed to operate as a continuing waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of additional rights, powers or privileges. No waiver of any breach of any term, condition, or covenant shall be construed as a continuing waiver of any subsequent breach hereunder.
- I. Satisfaction. All work performed in connection with this Contract shall be to the satisfaction of LHFA.
- J. Confidentiality. The Contractor will not, during the term of this Contract or thereafter, without the written consent of LHFA, disclose to anyone, or use for the Contractor's own

account, any information given to him/her or gained under this contract which is not publicly recorded.

- K. Ownership. All records, reports, documents and other material delivered or transmitted to Contractor by LHFA shall remain the property of LHFA and shall be returned by Contractor to LHFA, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of LHFA, and shall, upon request, be returned to LHFA, at Contractor's expense, at termination or expiration of this contract. Nothing produced in whole or in part by the Contractor under this contract shall be the subject of an application or copyright by or on behalf of the Contractor without the prior, written approval of the LHFA. The Contractor shall not affix any restrictive markings and if such markings are affixed, the LHFA shall have the right at any time to modify, remove, obliterate, or ignore such markings.

THIS AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED AND ENTERED INTO ON THE DATE INDICATED BELOW.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana, on the _____ day of _____, 2009.

WITNESSES:

LOUISIANA HOUSING FINANCE AGENCY

Milton Bailey, President

THUS DONE AND SIGNED AT _____, _____ on the _____ day of _____, 2009.

WITNESSES:

Louisiana Association of Community Action Partnerships, Inc.

